



IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

CHARLENE RABREN,

Plaintiff,

vs.

CASE NO: CV-2016-

HARLEYSVILLE LIFE
INSURANCE COMPANY,
and CUSTOM DISABILITY
SOLUTIONS, a division of
RELIANCE STANDARD LIFE
INSURANCE CO.,

Defendants.

COMPLAINT

1. Charlene Rabren (hereinafter "Rabren") is an adult resident of Montgomery County, Alabama.
2. Harleysville Life Insurance Company (hereinafter "Harleysville") is a corporation, organized and existing under the laws of the State of Pennsylvania, engaged in the business of issuing insurance policies. Rabren had a long-term disability policy with Harleysville.
3. Custom Disability Solutions (hereinafter "Customs Disability") is a division of Reliance Standard Life Insurance Company (hereinafter "Reliance"). Reliance is a corporation, organized and existing under the laws of the State of Illinois. Custom Disability is the

claims advisory agent for Harleysville. Custom Disability evaluated Rabren's claim for long-term disability benefits and made all of the decisions for and on behalf of Harleysville with regard to Ms. Rabren's claim for disability benefits.

FACTS

4. On or about the 1st day of February, 2012, Harleysville issued a long term disability policy to Rabren through Rabren's employer at the time, the Town of Pike Road, Alabama (hereinafter "Pike Road"). Rabren, at the time, was employed as Pike Road's Town Clerk. A copy of the policy is attached hereto as Exhibit A.
5. On or about the 29th day of May, 2015, Rabren underwent a coronary artery bypass operation. During the course of a complicated surgery, she suffered both brain and cardiac injury. As a result of that brain and cardiac surgery, Rabren became disabled on this date and remains so to this date.
6. In the months following her surgery, Rabren tried to return to work but was physically and mentally unable to perform her duties. During this time, Pike Road

continued to pay Rabren's salary until Rabren resigned effective October 31, 2015.

COUNT ONE - BREACH OF CONTRACT

7. Rabren made a claim for long-term disability benefits under Harleysville's policy.

8. On or about December 9, 2015, Custom Disability sent Rabren a letter on behalf of Harleysville that informed her that her claim for long-term disability benefits had been denied and that the Defendants refused to pay said claim under Harleysville's policy.

9. In April of 2016, Rabren appealed the Defendants' decision to deny her claim. Included with her appeal, Rabren attached a letter from her cardiologist, a determination from a vocational expert that she was 100% disabled and numerous letters from friends, family and co-workers who related their personal observations of Rabren's physical and mental limitations.

10. That appeal was denied on October 12, 2016.

11. The Defendants' denial of Rabren's claim for long-term disability benefits breached Rabren's contract with Harleysville.

12. The Defendants' breach of that contract has damaged Rabren in that she is not receiving disability benefits under a policy by which she was insured.

WHEREFORE, Rabren demands judgment against the Defendant, an award of compensatory damages, plus interest and costs.

COUNT II - BAD FAITH

13. Rabren incorporates and realleges all the allegations contained in ¶1-¶12.

14. The Defendants, on or about the 12th day of October, 2016, intentionally refused to pay Rabren's claim for long-term disability benefits under said policy issued by Harleysville and denied the same without lawful justification.

15. The Defendants' refusal to pay said claim was not based upon any reasonable legitimate, arguable, or debatable reason.

16. The Defendants knew that there was no legitimate, arguable or debatable reason for denying the claim when the Defendants refused to pay said claim.

17. The Defendants acted in bad faith in refusing to pay said claim.

18. The Defendants refusal to pay Rabren's claim has damaged Rabren.

WHEREFORE, Rabren demands judgment against the Defendants, an award of compensatory and punitive damages, plus costs.

/s/ J. Doyle Fuller
J. DOYLE FULLER

/s/ Susan G. Copeland
SUSAN G. COPELAND

FULLER AND COPELAND
2851 Zelda Road
Montgomery, Alabama 36106
(334)270-0020
(334)270-9848 (fax)
jdf@fullercopeland.com
susanc@fullercopeland.com

PLEASE SERVE:

Harleysville Life Insurance Company
c/o CSC LAWYERS INCORPORATING SRVC, INC.
2 North Jackson Street, Suite 605
Montgomery, AL 36104

Reliance Standard Life Insurance Company
c/o CT CORPORATION SYSTEM
2 North Jackson Street, Suite 605
Montgomery, AL 36104